

**UNITED STATES DISTRICT COURT**  
**IN THE EASTERN DISTRICT OF MICHIGAN**

MEEMIC INSURANCE COMPANY,  
as subrogee of Brenda Grant,

Plaintiff,

Case No. 2:23-cv-11679

v

Hon. Susan K. DeClercq

SHENZHEN LIANCHENG WEIYE INDUSTRIAL COMPANY,

Defendant.

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Andy J. VanBronkhorst (P72095)  
HEWSON & VAN HELLEMONT, P.C.  
*Attorneys for Meemic*  
625 Kenmoor Ave., S.E., Ste. 304  
Grand Rapids, MI 49546  
(616) 949-5700 / (616) 949-5704 (Fax)  
Email: [ajv@vanhewpc.com](mailto:ajv@vanhewpc.com)  
[kwhite@vanhewpc.com](mailto:kwhite@vanhewpc.com) (assistant)

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**EXHIBITS 1 AND 2 TO PLAINTIFF MEEMIC'S MOTION FOR LEAVE TO FILE  
AMENDED COMPLAINT**

# EXHIBIT

# 1

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**Exhibit 1**

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[kwhite@vanhewpc.com](mailto:kwhite@vanhewpc.com) (assistant)

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**AFFIDAVIT OF ANDY J. VANBRONKHORST**

1. I am Andy VanBronkhorst, counsel for Meemic Insurance Company in this action.

2. On April 21, 2025 I sent an email to renben\_usa@163.com, which was the address provided by Amazon in response to a subpoena that I had served upon Amazon.com. I did not receive a response to that email.

3. I sent a follow-up email to that same address on April 30, 2025, and I before I sent it, I checked a box asking for a delivery receipt and a read receipt.

4. I did not receive a read receipt, but I did receive a delivery receipt stating that my message was successfully delivered to the destination (s) listed.


5. The relevant emails are attached to this affidavit.



Andy J. VanBronkhorst (P72095)  
Attorney for Meemic Insurance Company

STATE OF MICHIGAN       )  
                                      )SS  
COUNTY OF KENT        )

On this 15 day of May, 2025, personally appeared the above Affiant, Andy J. VanBronkhorst, who made oath he has read the foregoing by him subscribed and knows the contents to be true of his own knowledge and belief.

  
Elizabeth Johnson, Notary Public  
Kent County, Michigan  
My commission expires: Oct 23, 2029

**From:** [Andy VanBronkhorst](#)  
**Sent:** Wednesday, April 30, 2025 5:37 AM  
**To:** [renben\\_usa@163.com](mailto:renben_usa@163.com)  
**Cc:** [Serena Ishwar](#)  
**Subject:** Request to Accept Service in 2:23-cv-11679-SKD-APP

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Good morning, I am following up on the email below. Can you confirm receipt?

Andy VanBronkhorst, Attorney  
Subrogation Litigation Practice Group Manager  
Hewson & Van Hellemont, P.C.  
625 Kenmoor Ave SE, Ste 304  
Grand Rapids, MI 49546  
Direct: (616) 272-9382  
Email: [ajv@vanhewpc.com](mailto:ajv@vanhewpc.com)

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**From:** Andy VanBronkhorst  
**Sent:** Thursday, April 24, 2025 5:47 AM  
**To:** [renben\\_usa@163.com](mailto:renben_usa@163.com)  
**Cc:** Serena Ishwar <[sishwar@vanhewpc.com](mailto:sishwar@vanhewpc.com)>  
**Subject:** Request to Accept Service in 2:23-cv-11679-SKD-APP

Good morning,

I am an attorney representing Meemic Insurance Company in a lawsuit arising out of a house fire. The fire was caused by a Reoben brand battery, which was purchased on Amazon. I am emailing you to inquire whether you will accept service of the lawsuit that I filed for Meemic.

Also, if you can contact me about the claim I am happy to provide details. I request that you tender this email to you insurer. Thanks,

Andy VanBronkhorst, Attorney  
Subrogation Litigation Practice Group Manager  
Hewson & Van Hellemont, P.C.  
625 Kenmoor Ave SE, Ste 304  
Grand Rapids, MI 49546  
Direct: (616) 272-9382  
Email: [ajv@vanhewpc.com](mailto:ajv@vanhewpc.com)

**From:** [Andy VanBronkhorst](#)  
**Sent:** Thursday, April 24, 2025 5:47 AM  
**To:** [renben\\_usa@163.com](mailto:renben_usa@163.com)  
**Cc:** [Serena Ishwar](#)  
**Subject:** Request to Accept Service in 2:23-cv-11679-SKD-APP

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**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Good morning,

I am an attorney representing Meemic Insurance Company in a lawsuit arising out of a house fire. The fire was caused by a Reoben brand battery, which was purchased on Amazon. I am emailing you to inquire whether you will accept service of the lawsuit that I filed for Meemic.

Also, if you can contact me about the claim I am happy to provide details. I request that you tender this email to you insurer. Thanks,

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Grand Rapids, MI 49546  
Direct: (616) 272-9382  
Email: [ajv@vanhewpc.com](mailto:ajv@vanhewpc.com)

## Andy VanBronkhorst

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**From:** Mail Delivery System <MAILER-DAEMON@dispatch1-us1.ppe-hosted.com>  
**To:** renben\_usa@163.com  
**Sent:** Wednesday, April 30, 2025 5:37 AM  
**Subject:** Relayed: Request to Accept Service in 2:23-cv-11679-SKD-APP

This is the mail system at host [https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_dispatch1-2Dus1.ppe-2Dhosted.com&d=DwICAg&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_Cdp gnVfiiMM&r=smDSwMqWtxdZRHuUhIDdPNiNSQjh g2s9SeMnjhWd-Oc&m=Ba9U80Qk4DtUWGcpYJkuPwc7D4wjxK6C0QS UedBrcCQqcK43YMqx-wpI-K70Tn9G&s=mACxArCDoZBdcDurOFq3Oc jV7t1mcIyBulhZGe-Nalg&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__dispatch1-2Dus1.ppe-2Dhosted.com&d=DwICAg&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=smDSwMqWtxdZRHuUhIDdPNiNSQjh g2s9SeMnjhWd-Oc&m=Ba9U80Qk4DtUWGcpYJkuPwc7D4wjxK6C0QS UedBrcCQqcK43YMqx-wpI-K70Tn9G&s=mACxArCDoZBdcDurOFq3Oc jV7t1mcIyBulhZGe-Nalg&e=).

Your message was successfully delivered to the destination(s) listed below. If the message was delivered to mailbox you will receive no further notifications. Otherwise you may still receive notifications of mail delivery errors from other systems.

The mail system

<renben\_usa@163.com>: delivery via  
163mx01.mxmail.netease.com[47.251.41.220]:25: 250 Mail OK queued as  
gzga-mx-mtada-g6-2,\_\_\_\_\_wD3dysv7xFoef+QBQ--.7S3 1746005809

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This email has been scanned for spam and viruses. Visit the following link to report this email as spam:

[https://procirrus.cloud-protect.net/app/report\\_spam.php?mod\\_id=11&mod\\_option=logitem&report=1&type=easyspam&k=k1&payload=53616c7465645f5ffc92d1ffa4e11a438b2490707cee3dc32723294c3dcb775f7c53420ebb2a8fb5c5758af95070a6200f453667e9296301d1398628171c0b6f86e5f46acb93b03a0eaa3d1279bb3090ca027badcdfae3eb37a366610e8e49e551f891f0305fa36444ebdad1fab072f79007ca64da8a61f6b5c2274dfdf4515d94b8e8a8442249ad1a1384a6e727cbcb](https://procirrus.cloud-protect.net/app/report_spam.php?mod_id=11&mod_option=logitem&report=1&type=easyspam&k=k1&payload=53616c7465645f5ffc92d1ffa4e11a438b2490707cee3dc32723294c3dcb775f7c53420ebb2a8fb5c5758af95070a6200f453667e9296301d1398628171c0b6f86e5f46acb93b03a0eaa3d1279bb3090ca027badcdfae3eb37a366610e8e49e551f891f0305fa36444ebdad1fab072f79007ca64da8a61f6b5c2274dfdf4515d94b8e8a8442249ad1a1384a6e727cbcb)

# EXHIBIT

# 2

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**Exhibit 2**

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Hon. Susan K. DeClercq

SHENZHEN LIANCHENG WEIYE INDUSTRIAL COMPANY, and  
shenzhenshizhixinchengjinshupeijianyoxiangongsi

Defendant.

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Email: [ajv@vanhewpc.com](mailto:ajv@vanhewpc.com)  
[kwhite@vanhewpc.com](mailto:kwhite@vanhewpc.com) (assistant)

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**AMENDED COMPLAINT**

Plaintiff Meemic Insurance Company (“Meemic”) as Subrogee of Brenda Grant (“Grant”), by its attorneys Hewson & Van Hellemont, P.C., states the following for its Complaint against Shenzhen Liancheng Weiye Industrial Company, and shenzhenshizhixinchengjinshupeijianyoxiangongsi.

**JURISDICTION AND VENUE**

1. Plaintiff is a Michigan insurance company whose principal place of business is in Michigan.

2. shenzhenshizhixinchengjinshupeijianyouxiangongsi is a Chinese corporation whose principal place of business is located at an unknown address.

3. This lawsuit arises out of a house fire at 6389 Muirfield Drive, Temperance, Michigan 48182.

4. The amount in controversy is more than \$75,000.00, exclusive of interest, costs, and attorney fees.

5. This Court has personal jurisdiction over the Defendant under Michigan's long-arm statute at sections MCL 600.715(1), (2), and (5).

6. This Court has the subject matter jurisdiction over the dispute under this Court's diversity jurisdiction, 28 U.S.C. 1332(a)(1) and (3), because the amount in controversy exceeds the sum of \$75,000, and the parties are citizens of different states (Michigan and the foreign state of China).

7. Venue is proper in this Court.

**GENERAL ALLEGATIONS**

8. On 08-16-22, Grant owned the house located at 6389 Muirfield Drive, Temperance, Michigan 48182.

9. On that date, a fire ignited in the house, and caused damage to the

house and contents.

10. Meemic insured Grant and paid in excess of \$75,000 to repair the house and contents. Having paid the claim, Meemic became subrogated to Grant's rights.

11. Meemic paid \$31,782.00 to repair the damaged structure and \$47,803.71 for the damage to the contents, leading to a total damage claim of \$79,585.71.

12. Investigation revealed that the fire originated at, and was caused by, a rechargeable battery, which was located in Grant's house.

13. The battery was a replacement battery that Grant had purchased off of Amazon.com on March 22, 2022. It was a Reoben brand 3.0Ah PC18B Replacement Battery.

14. The battery was manufactured, designed, imported, distributed, and/or sold by on Amazon.com by shenzhenshizhixinchengjinshupeijianyouxiangongsi.

15. The reason that the battery ignited and caused the fire was because it contained a manufacturing or design defect.

**COUNT 1: BREACH OF IMPLIED WARRANTY IN TORT**

16. Shenzhenshizhixinchengjinshupeijianyouxiangongsi designed, manufactured, and sold the battery into the stream of commerce. By doing so, the Defendant sold the battery subject to the implied warranty in tort.

17. shenzhenshizhixinchengjinshupeijianyouxiangongsi breached the implied warranty in tort because the battery was assembled and manufactured improperly.

18. The battery was not intended to ignite, but it ignited while it was being used for its intended and foreseeable use and purpose.

19. The battery was not fit for its intended purpose because it ignited while being used for its intended use and purpose.

20. shenzhenshizhixinchengjinshupeijianyouxiangongsi breached the implied warranty in tort because the battery ignited while it was being used for its intended purpose.

21. shenzhenshizhixinchengjinshupeijianyouxiangongsi breached the implied warranty in tort because the battery caused a fire while the product was being used for its intended and foreseeable use.

22. The breaches caused the fire and resulting damages.

**COUNT 2: MANUFACTURING /DESIGN DEFECT**

23. shenzhenshizhixinchengjinshupeijianyouxiangongsi designed and manufactured the battery.

24. shenzhenshizhixinchengjinshupeijianyouxiangongsi owed Grant a duty of care.

25. shenzhenshizhixinchengjinshupeijianyouxiangongsi breached the duty of care in the following ways:

- A. Failing to design and manufacture the battery in such a manner as to ensure that it would not overheat and ignite during normal operation and failing to take reasonable steps to ensure that it would not cause a fire;
- B. Failing to design and manufacture the battery with materials of high enough quality, such that the inferior-quality materials failed under normal use, causing the product to ignite;
- C. Failing to ensure that the products imported into the United States were safe for use in homes, such that they would not ignite; and
- D. Other breaches that may become known through discovery.

26. shenzhenshizhixinchengjinshupeijianyouxiangongsi breach caused the fire.

**WHEREFORE,** Plaintiff respectfully requests that this Court enter judgment against Shenzhen Liancheng Weiye Industrial Company and

shenzhenshizhixinchengjinshupeijianyouxiangongsi in the amount of \$79,585.71,  
plus interest, costs, attorney fees, and any other relief the Court deems just.

Respectfully submitted,

HEWSON & VAN HELLEMONT, P.C.

Dated: May 15, 2025

By: \_\_\_\_\_  
Andy J. VanBronkhorst (P72095)  
*Attorneys for Meemic*  
625 Kenmoor Ave., S.E., Ste. 304  
Grand Rapids, MI 49546  
(616) 949-5700